



*Report to the  
Auburn City Council*

Action Item

Agenda Item No.

City Manager's Approval

**To:** Mayor and City Council Members  
**From:** Mark D'Ambrogi, Fire Chief  
**Date:** August 24, 2009  
**Subject:** Wildland Fire Protection Agreement with Cal Fire, FY 2009-2010

**The Issue**

Shall the Council approve the Wildland Fire Protection Agreement for Fiscal Year 2009-2010 with the Cal Fire (Department of Forestry & Fire Protection)?

**Conclusion and Recommendation**

Staff recommends that the Council, by resolution, approve and authorize the Fire Chief to sign the Wildland Fire Protection Agreement for FY 2009-2010 with the Cal Fire (Department of Forestry & Fire Protection).

**Background**

Cal Fire has for several years provided to the City of Auburn Wildland Fire Protection under agreement. The objective of this Agreement is to augment initial attack resources to potentially disastrous wildland fires within the City limits of Auburn. In addition to fire engines, such resources include; overhead personnel, fixed wing aircraft, rotor wing aircraft, bulldozers, and hand crews. These resources have been identified as critical resources for the initial suppression of a wildland fire. The resources under this Agreement will be in addition to the Auburn City Fire Department resources to a wildland fire response. Resources from Cal Fire will be dispatched automatically to any wildland fire incident within the identified areas of Auburn City. Each year the Agreement and Operating Plan are reviewed. The Operating Plan of this Agreement is consistent with like agreements

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with other fire agencies that provide automatic fire response to the City of Auburn. There are no changes in the Operating Plan.

The Agreement rate for the Fiscal Year 2009-2010 is \$19.19 per acre with an 11.00% administrative charge, for a total contractual cost of \$19,171.00. This is a slight increase from last year's agreement of \$18,105.00.; an increase of \$1.01 per acre.

Most recently a wildland fire occurred on the Bureau of Reclamation lands in the Mammoth Bar OHV area. This area had been under a Wildland Protection Agreement with Cal Fire for the past 30 years. Unfortunately, the Bureau of Reclamation canceled the agreement and is now operating under an "Assistance for Hire" agreement; paying for actual costs of resources used on an incident. This incident, known as the Mammoth Fire, consumed approximately 600 acres of vegetation and costs incurred for suppression activities resulted in approximately 1.2 million dollars. To put this in perspective, if the City of Auburn incurred a similar type incident, under the Wildland Fire Protection Agreement, all costs would be covered under such an agreement; there would be no costs to the City of Auburn for Cal Fire resources used.

#### **Alternatives Available to Council; Implications of Alternatives**

1. Approve the Agreement as submitted;
2. Take no action.

By not signing the Agreement the City of Auburn would initially respond to wildland fires with limited City resources. Request for additional resources would be requested through The California Fire Assistance Agreement; Master Mutual Aid of which may incur costs for reimbursement to responding agencies.

#### **Fiscal Impact**

The total cost of this Agreement is \$19,171.00. This cost has been budgeted into the Fire Department operating budget for this Fiscal Year.

#### **Attachment(s)**

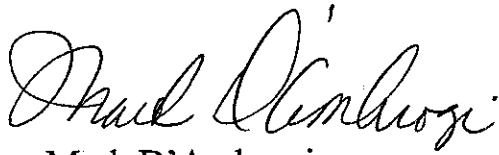
Agreement- with "Exhibits, A, B, C, D,"

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**Additional Information**

The Operating Plan of this agreement identifies the notification procedures, command & control procedures, and resources to respond from Cal Fire to the City of Auburn.

A copy of this Operating Plan is available in the Fire Chief's Office and/or the City Clerk's Office

A handwritten signature in black ink, reading "Mark D'Ambrogi". The signature is fluid and cursive, with the first name "Mark" and last name "D'Ambrogi" clearly distinguishable.

Mark D'Ambrogi  
Fire Chief

AGREEMENT NUMBER

**2CA00836**

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection

CONTRACTOR'S NAME

CITY OF AUBURN (Wildland Contract) FY 08/09

2. The term of this July 1, 2009 through June 30, 2010  
Agreement is:

3. The maximum amount \$ 19,171.00  
of this Agreement is: Nineteen thousand, one-hundred seventy-one dollars and no cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	3 pages
Exhibit B – Budget Detail and Payment Provisions	1 page
Exhibit C* – General Terms and Conditions	GTC 307
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	1 page
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	13 pages

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

**City of Auburn**

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Mark D'Ambrogi, Fire Chief**

ADDRESS

1225 Lincoln Way  
Auburn, CA 95603

**STATE OF CALIFORNIA**

AGENCY NAME

California Department of Forestry and Fire Protection

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Loren Snell, Deputy Director, Chief of Fire Protection**

ADDRESS

1416 Ninth Street, Sacramento, CA 94244-2460

*California Department of General  
Services Use Only*

☐ Exempt per:

**EXHIBIT A**

**COOPERATIVE FIRE PROGRAMS  
AGREEMENT FOR PROTECTION OF WILDLANDS WITHIN LOCAL AGENCY**

1. The project representatives during the term of this agreement will be:

Department of Forestry and Fire Protection Unit Chief: Unit Chief	Local Agency: Auburn City Fire Dept.
Name: Brad Harris	Name: Mark D'Ambrogi, Fire Chief
Phone: 530-889-0111	Phone: 530-823-4211, ext 2
Fax: 530-823-9201	Fax: 530-885-5508

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

Department of Forestry and Fire Protection Unit Chief: Brad Harris	Local Agency: Auburn City Fire
Section/Unit: Nevada-Yuba-Placer Unit	Section/Unit:
Attention: Brad Harris	Attention: Mark D'Ambrogi, Fire Chief
Address: 13760 Lincoln Way, Auburn CA 95603	Address: 1225 Lincoln Way, Auburn CA 95603
Phone: 530-889-0111	Phone: 530-823-4211, ext 2
Fax: 530-823-9201	Fax: 530-885-5508

Send an additional copy of all correspondence to:

<b>Department of Forestry and Fire Protection</b>
<b>Cooperative Fire Services</b>
<b>P.O. Box 944246</b>
<b>Sacramento, CA 94244-2460</b>

**2. AUTHORIZATION**

This agreement is entered into this **1st day of July, 2009**, by and between the State of California, hereinafter called STATE and **City of Auburn**, County of Placer, State of California, hereinafter called Local Agency through its duly authorized officers. As used herein, Director shall mean Director of the California Department of Forestry and Fire Protection. Where the standard clauses for example in Exhibit C, use the word "Contractor" that word shall mean LOCAL AGENCY as LOCAL AGENCY is used in this agreement.

Section 4142 of the Public Resources Code provides that the Director may enter into cooperative Agreements with local jurisdictions for the purpose of providing wildland fire protection.

**3. SCOPE OF WORK**

LOCAL AGENCY has the responsibility for protection of life, property, and wildland areas comprising **900** acres of land as indicated on the map attached hereto and marked Exhibit E, Attachment 1, and desires to contract with the STATE to provide wildland fire protection to said area.

STATE has the ability to provide wildland fire protection for said area, of the type and degree, which it now provides on adjacent State Responsibility Areas.

**4. SERVICES BY STATE**

- A. STATE shall provide wildland fire protection for the areas defined in the above section.
- B. For those areas, which are adjacent to State Responsibility Area, STATE will provide wildland fire protection at the same level of service it now provides on adjacent State Responsibility Area.
- C. For those areas (islands), which are not adjacent to State Responsibility Area, the wildland fire protection provided by the STATE will be limited to those resources identified in the preplanned wildland response for the respective area. Any resources beyond those specified in the preplanned wildland response are assistance by hire and the financial responsibility of the LOCAL AGENCY.

**5. ADMINISTRATION**

- A. LOCAL AGENCY agrees that STATE may dispatch fire protection resources available under this agreement to other areas of the state when needed at the sole discretion of STATE.
- B. STATE response will be subject to availability of resources.
- C. Incident Management within the contract area shall conform to current Incident Command System criteria for Unified Command.
- D. STATE and LOCAL AGENCY shall, through established dispatch procedures, immediately notify each other of any fire incident within the contract area.

**6. MUTUAL AID**

LOCAL AGENCY shall provide mutual aid response into the contract area for wildfires. Structural fire protection remains the jurisdictional and financial responsibility of LOCAL AGENCY.

**7. ENTIRE AGREEMENT**

This agreement contains the whole agreement between the parties. It cancels and supersedes any previous agreement for the same or similar services.

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**Invoicing and Payment:**

- A. LOCAL AGENCY shall pay STATE for providing said protection at the rate of 19.19 per acre, plus an 11.00% administrative charge for a total of \$19,171.00 upon presentation of an invoice by STATE. The rate per acre and administrative fee will be calculated by STATE prior to January 1, of each year and annually thereafter, for the succeeding fiscal year subject to approval by LOCAL AGENCY. This agreement shall be amended each fiscal year to reflect new rates.
- B. STATE shall provide thirty (30) day written notice to LOCAL AGENCY of the cost per acre and the administrative charge to be charged for each subsequent fiscal year during the term of this agreement; LOCAL AGENCY shall have thirty (30) days to approve said rate; if written approval is not received by STATE within said period, STATE's obligations hereunder shall terminate; LOCAL AGENCY shall be liable for all amounts due up to and including the date of such termination.

**EXHIBIT C**

**GENERAL TERMS AND CONDITIONS**

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site: [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts)



**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

**1. Cancellation**

Failure of either party to meet any of the terms and conditions of this agreement, including non-payment of monies due hereunder, shall be cause for the termination of this Agreement; such termination shall become effective upon receipt of written notice of cancellation.

**2. Audit**

If the agreement is over \$10,000, the parties shall, in accordance with Government Code Section 10532, be subject to examination and audit of the State Auditor General for a period of three (3) years after final payment under the agreement. Examination and audit shall be confined to those matters connected with performance of the agreement including, but not limited to, cost of administering the agreement. The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding

**3. Operating Plan**

Prior to April 1 of each year, STATE and LOCAL AGENCY shall establish a joint Operating Plan for the contract area, which shall be attached hereto as "Exhibit E, Attachment 4". If LOCAL AGENCY received its structural fire protection from another local agency, the local agency providing the structural fire protection must be party to the Operating Plan.

**4. Extension of Agreement**

Unless there is written notice of intention not to renew this Agreement STATE shall extend this agreement for a single one-year period from the original termination date. The cost of services provided by STATE during the extended period shall be based upon the rates published for the fiscal year in which the extended period falls had a new agreement been entered into.

**5. Modification**

This agreement may be amended at any time by written mutual consent of the parties hereto.

**6. Indemnification**

To the extent that the Constitution and the laws of the State of California permit, STATE and LOCAL AGENCY agree to indemnify and to hold each other harmless against and from any and all liability for claims on account of property damage, personal injuries, or death resulting from the negligent acts of the other party, its officers, employees, agents, and subcontractors in connection with the performance of this Agreement.

## PCA 29001 - CITY OF AUBURN

THIS IS THE BUDGET PLAN OF THE COOPERATIVE LOCAL RESPONSIBILITY AREA (LRA)  
WILDLAND FIRE PROTECTION AGREEMENT BETWEEN THE STATE OF CALIFORNIA  
DEPARTMENT OF FORESTRY & FIRE PROTECTION AND THE CITY OF AUBURN, A  
LOCAL AGENCY FOR FY 2009/10

### AGREEMENT COST CALCULATIONS:




Number of Acres	900			
Agreement Rate \$ per Acre	19.19			
General Fund Revenue per Acre	5.74			
Unit Budget per Acre	13.45			
Administrative Charge	11.00 %			
GENERAL FUND REVENUE:	900 acres @	5.74	\$	5,166
UNIT BUDGET:	900 acres @	13.45	\$	12,105
		Subtotal:	\$	17,271
	Admin Chg:	11.00%	\$	1,900
	Total LRA Agreement:		\$	19,171

### AGREEMENT BUDGET

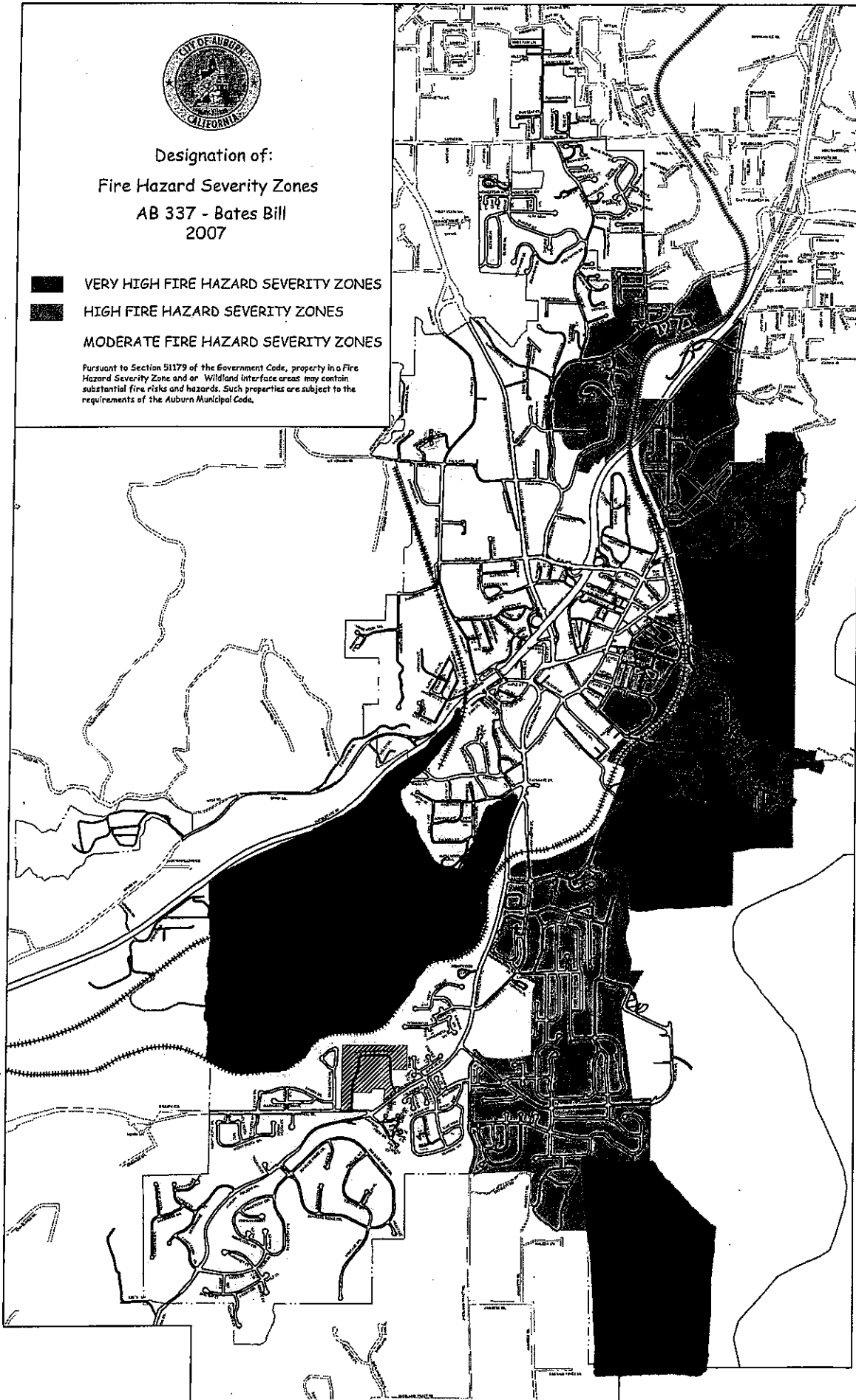
SUBTOTAL UNIT OPERATING BUDGET:	\$	12,105
TOTAL OPER. EXP & GEN FUND REVENUE:	\$	17,271
Admin. Chg:	11.00%	\$ 1,900
GRAND TOTAL LRA WILDLAND AGREEMENT:	\$	19,171



Designation of:  
Fire Hazard Severity Zones  
AB 337 - Bates Bill  
2007

-  VERY HIGH FIRE HAZARD SEVERITY ZONES
-  HIGH FIRE HAZARD SEVERITY ZONES
-  MODERATE FIRE HAZARD SEVERITY ZONES

Pursuant to Section 51179 of the Government Code, property in a Fire Hazard Severity Zone and/or Wildland Interface areas may contain substantial fire risks and hazards. Such properties are subject to the requirements of the Auburn Municipal Code.



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RESOLUTION NO. 09-  
RESOLUTION AUTHORIZING WILDLAND FIRE PROTECTION AGREEMENT

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THE CITY COUNCIL OF THE CITY OF AUBURN DOES HEREBY RESOLVE:

That the City Council of the City of Auburn does hereby approve the Wildland Fire Protection Agreement for Fiscal Year 2009-2010 in the amount of \$19,171.00 with Cal Fire Department of Forestry and Fire Protection. A true and correct copy of the agreement is attached as Exhibit "A" hereto.

The Fire Chief of the City of Auburn is authorized and directed to execute the agreement on behalf of the City of Auburn.

DATED: August 24, 2009

\_\_\_\_\_  
J.M. HOLMES, Mayor

ATTEST:

\_\_\_\_\_  
Joseph G. R. Labrie, City Clerk

I, Joseph G. R. Labrie, City Clerk of the City of Auburn, hereby certify that the foregoing resolution was duly passed at a regular meeting of the City Council of the City of Auburn held on the 24th day of August 2009 by the following vote on roll call:

Ayes:  
Noes:  
Absent:

\_\_\_\_\_  
Joseph G. R. Labrie, City Clerk